IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.1776 OF 2005

IN

SUIT NO.3576 OF 1999

M/s.Surajbhan Rajkumar. ...Plaintiff

vs.

Smt.Shakuntalal Devi Shree Ram Poddar. ...Defendant

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Mr.S.M.Dange, for Plaintiff.

Mr.Gaurav Joshi i/b. S.A.Vora, for Defendant.

**CORAM: D.K.DESHMUKH,J.**

**DATED: 16th November,2006.**.

**P.C**.:-

1. This is a notice of motion taken out by the defendant. According to the defendant, the defendant and its lawyer were absent before the Court when the summons for judgment was taken up for hearing because the clerk engaged by the Advocate missed the case on

the board. The defendant is willing to deposit principal amount in the Court without prejudice to defendant's rights and contention. In this view of the matter therefore, in my opinion, the following order would meet the ends of justice:-

(i) The notice of motion is granted in terms of prayer clause (a) and (b) subject to the condition that within a period of four weeks from today the defendant deposits in this Court an amount of Rs.5,20,000/- (Rupees Five lacs twenty thousands only).

(ii) On the amount being deposited the ex-parte decree shall stand set aside and the summons for judgment shall stand restored to file. The defendant to file his affidavit within a period of two weeks from the deposit of the amount. Office shall place the summons for judgment for hearing before the Court two weeks thereafter.

(iii) It is clarified that disposal of the amount to be deposited by the defendant pursuant to this order will be governed by the order that Court may passed on the summons for judgment.

(iv) In case the amount is not deposited as directed above, this notice of motion shall be treated as dismissed.

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